



# Entertainment Contract

**The University of Wisconsin – Madison**

**Wisconsin Union**

This contract for the personal services of performers on the engagement described below is between The Board of Regents of the University of Wisconsin System on behalf of the Wisconsin Union at the University of Wisconsin - Madison (herein called the "University") and the undersigned performer or performers (herein called the "Artist", even though there may be more than one person.) The contract consists of the "Wisconsin Union Entertainment Contract" and the attached "Additional Conditions."

Name of Performer:

Date of Performance:

Start time:

End time:

Details of Engagement:

Place of Performance:

Payment:

In the form of a State of Wisconsin check made payable to the Artist as shown below. Payment will be made immediately following the performance if contract is received 20 business days prior to the performance date.

\*\*\*\*\*

**All fields with an \* must be completed in order to receive payment. Signatures must be original. Please print and sign.**

**\*Make check payable to:**

**\*Address:**

**\*Phone:**

**\*City/State:**

**\*Zip:**

**\*Email:**

**\*Social Security No.**

**or \*Federal ID No.**

**\*Is check payable to a UW-System employee? Yes No**

In Witness Whereof, the parties to this agreement hereto have caused this agreement to be executed by their duly authorized representatives.

**Artist/Agent**

**\*Name:**

**\*Date:**

**\*Signature:** \_\_\_\_\_

\*\*\*\*\*

**UW-Madison Wisconsin Union**

Name: Heidi Lang

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Event Contact Information:**

**WUD Volunteer**

Name:

Phone:

Email:

**Event Contact Information:**

**WUD Advisor**

Name:

Phone:

Email:

| For Union Use Only |         | Return check for pick up (call 2-4944 when ready) |                                    |            | Mail check directly |           |         |
|--------------------|---------|---|------------------------------------|------------|---------------------|-----------|---------|
|                    | _____   | \$ _____  | Assistant Director – Program _____ | Date _____ |                     |           |         |
|                    | _____   | \$ _____  |                                    |            |                     |           |         |
| Amount             | Account | Fund  | Dept ID                            | Prog       | Class(Bldg)         | Budget Yr | Project |
|                    | 2620    | 128   | 961000                             | 8          |                     |           |         |

# Additional Conditions

These Additional Conditions for the personal services of performers are made between the Board of Regents of the University of Wisconsin System on behalf of the Wisconsin Union at the University of Wisconsin - Madison (hereinafter called "University") and the undersigned performer or performers (herein called the "Artist" even though there may be more than one person)

1. It is understood that Artist executes this agreement as an independent contractor and is not an employee of the University. As such, the parties will each be responsible for their own acts of negligence as determined by law.

## Taxes

2. Nonresident entertainers and public speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least two days prior to the date of performance to assure payment of state income taxes if income earned from performances in Wisconsin will exceed \$7000. If the nonresident entertainer or public speaker does not show proof to the University that such bond or security deposit was filed with the Wisconsin Department of Revenue, state law provides that the University shall deduct 6% of the total performance contract price and remit said amount as withheld for state income tax purposes.

## Cancellations

3. Either party may cancel the agreement without obligation to the other, provided that cancellation notice is received in writing at least 21 days before appearance date.
4. Cancellation due to Force Majeure - If the Program is canceled due to a) an occurrence beyond the control of the University or the Artist; b) civil disturbance; or c) the University's campus or Facility being declared off-limits pursuant to the provisions of the Wisconsin Administrative Code:
  - a. University shall not be liable to the Artist for any damages caused by such cancellation; and
  - b. Artist shall not be liable to the University for any damages caused by such cancellation. Artist, within five calendar days of cancellation date, shall return, in full, any money the University may have advanced.
5. If the Artist cancels the Program for any reason other than as set forth in 3 or 4 above, Artist shall, within five calendar days of cancellation date pay the University for (1) any costs actually incurred by the University in connection with the Program which would have otherwise been reimbursable by the Artist had the Program not been canceled and (2) any other costs directly attributable to the cancellation.

## University's Liability

6. Except as otherwise provided in this paragraph, the University shall not be liable for any damage to or loss of property of the Artist. Pursuant to Wisconsin Statutes 895.46(1) and 893.82, University agrees to hold Artist harmless from liability arising from the negligent acts and omissions of University officers, employees and agents while acting within the course and scope of their employment and agency. University is not liable for any loss whatsoever, at any time, arising out of or in connection with Artist's activities unless the damage or injury is proximately and causally related to the acts or omissions of an employee or agent of the University while acting within the scope of that person's employment or agency, in accordance with the Statutes.
7. The State of Wisconsin, including the University, is self-funded for liability (including general, professional, and automobile) under s.895.46 (1) and 893.82 of the Wisconsin Statutes. This protection provides coverage for our officers, employees, and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts or omissions of its officers, employees and agents.

## Artist's Liability

8. Payment may be withheld for a reasonable time by the University, pending determination of damages upon breach of any term or condition of the contract by Artist.
9. Artist agrees to indemnify the University for any liability arising from the negligent acts or omissions of Artist, except to the extent liability rests with the University per Section 6.
10. Artist shall be liable for any injury and damages to the premises, equipment, or properties of University, which are caused by Artist or Artist's staff whether by intentional or negligent conduct.

## Disputes

11. In the event any on-site dispute shall develop between Artist and The Wisconsin Union or The University of Wisconsin, the Artist may request a representative of the local musicians union be advised of the dispute and be given the opportunity to participate in the resolution thereof. However, in no event shall procedures be deemed to excuse Artist's delay in timely performance more than 15 minutes.

## Merchandising

12. The Wisconsin Union shall receive a \$20 fee for any merchandising.
13. If the University provides a system/operator, it will be provided by a professional sound company. Standard system includes: 25 channel, mixing board with multiple sends for effects, auxiliary and multiple stage mixes from main board; 6 stage monitors, 20 mics, 6 direct boxes.
14. Performers will not exceed a maximum sound pressure level of **102 db outdoors, 104 db indoors** at the front of House mix location with a professional decibel meter set on fast response. Level check will be made throughout the performance including sound checks. Performers must be prepared to lower the level of stage amps in order to ascertain a good overall mix and stay within the limits set.
15. Wisconsin Union Staff and volunteers have the right to direct Artist to discontinue any activity, including sound amplification level, which disrupts the normal operations of the Wisconsin Union, or constitutes a violation of University Policy, as well as any federal, state, or local laws.

## Explosives and Flammables

16. Artist shall not use or permit the use of any substance of an explosive or highly flammable nature, including gasoline, kerosene, camphene, and naphtha except theatrical pyrotechnics. Theatrical pyrotechnics may be used only with prior approval of the City of Madison's Fire Department and the University of Wisconsin-Madison's Vice Chancellor of Administration or designee.

## Miscellaneous

17. The contract, and any proceedings, conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.
18. The artist is solely responsible for payment of royalty fees or dramatic rights and dramatical musical works and/or performance fees, fees required by union and/or similar organizations, and their similar costs.
19. In connection with the performance of the work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 5.01 (5) or national origin. The Artist agrees to take affirmative action to ensure equal employment opportunities.
20. No food, drink or other gratuities can be provided.
21. No performance of the engagement shall be recorded, or transmitted from the place of performance, in any manner or by any means whatsoever unless there is specific written agreement with the Artist relating to and permitting such recording, reproduction, or transmission without approval from the Artist.
22. The Artist grants permission to the University to photograph and record the performance. The Artist agrees that the University may use the Artist's image for archival purposes and for future promotional materials without obligation in any manner to receive permission from the Artist. If video is taken, the master video is to be kept as archival video for the Wisconsin Union at the University of Wisconsin-Madison. One copy of the video is to be made and provided to the University of Wisconsin-Madison library system for use as an educational resource and reference material.

23. No assignment of this agreement shall be valid without the University's written consent. Such consent shall not be unreasonably withheld.
24. If any of the terms and conditions contained in any other addenda or rider attached by Artist, or agent, are in conflict with or contrary to any of the terms of this Contract or Conditions, the terms contained in this Contract or Conditions will be controlling. Terms and conditions contained in any such addenda or rider which are in addition to the terms of this Contract or Conditions are only binding on the University if the University has specifically agreed to those additional terms and conditions in writing.
25. The University's representative for purposes of this agreement is:

Heidi Lang, Wisconsin Union  
800 Langdon St., Room 5231  
Madison, WI 53706

**Additional Conditions Reviewed by Artist/Agent:**

\*Initials: \_\_\_\_\_ Date: \_\_\_\_\_